Doc#. 2214420125 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 05/24/2022 09:28 AM Pg: 1 of 8

PREPAREL DY:

Karen Wade, Esq. Alston & Bird ELT 2220 Ross Avenue, Suite 2300 Dallas, TX 75201

UPON RECORDATION RETURN TO:

Attn: Tim Murray OS National LLC 3097 Satellite Blvd, Ste 400 Duluth, GA 30096

ASSIGNMENT OF SECURITY INSTRUMENT

by

COREVEST AMERICAN FINANCE DEPOSITOR LLC,

a Delaware limited liability company,

to

WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2021-1 TRUST MORTGAGE PASS-THROUGH CERTIFICATES

Dated: As of April 30, 2021

State: Illinois County: Cook

ASSIGNMENT OF SECURITY INSTRUMENT

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), made and entered into as of the April 30, 2021, is made by COREVEST AMERICAN FINANCE DEPOSITOR LLC, a Delaware limited liability company, having an address at 1920 Main Street, Suite 850, Irvine, CA 92614 ("Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COREVEST AMERICAN FINANCE 2021-1 TRUST MORTGAGE PASS-THROUGH CERTIFICATES, having an address at 1100 North Market Street, Wilmington, DE 19890 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as November 30, 2020 executed by **Third Gold Investment LLC**, a Delaware limited liability company ("Borrower"), and made payable to the order of CoreVest American Finance Lender LLC, a Delaware limited liability company ("CAFL"), predecessor-ininterest to Assignor, in the stated principal amount of Four million three hundred thousand dollars and no cents (\$4,300,000.00) (the "Note") in connection with certain real property and improvements located thereon situated in the County of Cook, State of Illinois, and more particularly described on Exhibit A annexes hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, <u>inter alia</u>, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assign or assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Society Instrument.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. <u>Assignment</u>. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assigner in and to the following described instrument, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of November 30, 2020, executed by Borrower for the benefit of CoreVest American Finance Lender LLC, as lender, and recorded on February 1, 2021 in the Real Property Records of Cook County, Illinois, as Document No. 2103222057, Book, Page (as the same may heretofore have been assigned, the "Security Instrument"), in respect of the Premises, together with all rights accrued or to accrue under said Security Instrument.

- 2. <u>Representations and Warranties of Assignor</u>. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except Assignor hereby warrants and represents to Assignee that:
 - (a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instrument to any person or entity other than Assignee; and
 - (b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.
- 3. <u>Governing Law</u>. With respect to matters relating to the creation, perfection and procedures relating to the enforcement of this Assignment, this Assignment shall be governed by, and be construed in accordance with, the laws of the State of Illinois, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the law of the State of Illinois, the law of the State of New York applicable to contracts made and performed in such State (pursuant to Section 5-1401 of the New York General Obligations Law) shall govern all matters relating to this Assignment and all of the indebtedness or obligations arising hereunder.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Headings</u>. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.
- 6. <u>Interpretation</u>. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.
- 7. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

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IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument as of the day and year first above written.

ASSIGNOR:

COREVEST AMERICAN FINANCE DEPOSITOR LLC, A Delaware limited

liability company

By:

Sokun Soun

20+ County Clert's Office

Authorized Signatory

Witness #1

Print Name: 1600 1000

Witness #2

Print Name: Japan Chavez

Signature Page

Assignment of Security Instrument (DEPOSITOR TO TRUST)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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A notary public or other officer completing this certificate document to which this certificate is attached, and not the				
State of California)				
County of Orange				
	ne Goddard, Notary Public ,			
Cate	Here Insert Name and Title of the Officer			
personally appeared Sokun Soun	Al () (0: (1			
	Name(s) of Signer(s)			
N/A	<u>\</u>			
who proved to me on the basis of satisfactory e subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/ or the entity upon behalf of which the person(s) acts	dged to me that he/she/they executed the same in her/their signature(s) on the instrument the person(s),			
of	certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph			
CORINE GODDARD W	TNESS my hand and official seal.			
Notary Public - California Orange County Commission # 2264348 My Comm. Expires Oct 26, 2022 Si	gnature Assum Codeline			
	Signature of Notary Public			
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	0.			
Place Notary Seal Above	· // /			
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.				
Description of Attached Document	175			
Title or Type of Document:				
	Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:			
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):			
☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact			
☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator			
☐ Other:	Other:			
Signer Is Representing:	Signer Is Representing:			
<u> </u>				

SCHEDULE 1

Property List

Address	City	State	County	Zip
221 W Alexander St Units 1-3	Chicago	IL	Cook	60616
252 W Alexander St Units 1-3	Chicago	IL	Cook	60616
305 W 23rd St Units 1-3	Chicago	IL	Cook	60616
2820 S Throop St Units1-3	Chicago	IL	Cook	60608
252 W Alexander St Units 1-3 305 W 23rd St Units 1-3 2820 S Throop St Units1-3	404			

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EXHIBIT A

Legal Descriptions and PINS

Address: 221 W Alexander St Units 1-3, Chicago, IL 60616

County: Cook

Parcel Identification Number: 17-28-211-020-0000 Client Code: FRANK-CHEN-PORTFOLIO-2-01

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK,

STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 122 IN WALL EP'S SUBDIVISION OF THE NORTH 18.122 ACRES OF THE WEST 1/2 OF THE NORTHEAST. 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLILNOIS.

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Address: 252 W Alexander St Units 1-3, Chicago, IL 60616

County: Cook

Parcel Identification Number: 17-28-209-030-0000

Client Code: FRANK-CHEN-PORTFOLIO-2-02

LOT 97 IN WALLER'S SUBDIVISION OF THE NORTH 18.122 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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Address: 305 W 23rd St Units 1-3, Chicago, IL 60616

County: Cook

Parcel Identification Number: 17-28-212-004-0000 Client Code: FRANK-CHEN-PORTFOLIO-2-03

LOT 18 IN BLOCK 4 IN ARCHER ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Exhibit A

Mortgage (Cook County, Illinois)

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Address: 2820 S Throop St Units1-3, Chicago, IL 60608

County: Cook

Parcel Identification Number: 17-29-412-040-0000 Client Code: FRANK-CHEN-PORTFOLIO-2-04

LOT 17 IN KILLAM'S SUBDIVISION OF LOT 1 IN BLOCK 25 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 SECTION OF SECTION 29, NO 39 NO. ANTY, ILL.

OR COOK COUNTY, CRAK'S OFFICE TOWN JULP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

COOK COUNTY, ILLINOIS.